

CITY COUNCIL

Committee of the Whole

Monday, March 28, 2011

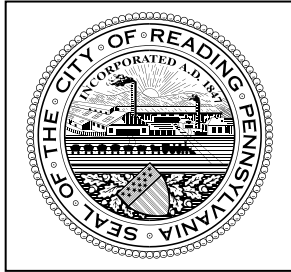
Council Office

4:30 pm

Agenda

Although Council committee meetings are open to the public, public comment is not permitted at Council Committee of the Whole meetings. However, citizens are encouraged to attend and observe the meetings. Comment from citizens or professionals during the meeting may be solicited on agenda topics via invitation by the President of Council.

- I. PermaCultivate Memorandum of Understanding**
- II. Sewer Fund Investigation**
- III. Community Development Payment System Update**
- IV. Bernhart Remediation**
- V. Agenda Review**



COMMITTEE of the WHOLE

CITY COUNCIL

MINUTES
March 14, 2011
5:00 P.M.

COUNCIL MEMBERS PRESENT:

D. Reed, S. Marmarou, M. Goodman-Hinnershitz, V. Spencer, J. Waltman

OTHERS PRESENT:

L. Kelleher, S. Katzenmoyer, F. Denbowski, C. Geffken, C. Younger

Mr. Spencer called the Committee of the Whole meeting to order at 5:16 p.m.

I. Renaming of Avenue A

Ms. Reed stated that she attended the latest Housing Authority meeting. She stated that a good discussion was held and that she explained that Senator O'Pake should be honored but that he did not live on Avenue A. She stated that Senator O'Pake was frustrated with the lack of traffic signals at Avenue A and Schuylkill Ave and expressed her belief that the entire complex should be renamed for Senator O'Pake and asked the Authority to consider other possibilities – such as renaming a portion of Schuylkill Ave, renaming the elementary school, or renaming the bridge – with the neighborhood. She stated that she has tentatively scheduled a town meeting on Thursday, April 7 at Christ Lutheran Church. She requested that no action be taken by Council until after the town meeting.

Mr. Spencer questioned the position of the Housing Authority. Ms. Reed stated that the Housing Authority stated that the request is in the hands of Council. She described how a resident of the complex shifted her position from renaming Avenue A to

renaming the complex during the meeting.

Ms. Reed stated that she has asked Ms. Kelleher to contact Congressman Gerlach's office to inquire on the procedure to change the name of the complex.

Mr. Marmarou noted that no addresses would need to be changed to accommodate the complex name change.

Ms. Goodman-Hinnershitz expressed her belief that Council's only role in this issue is to vote on the proposed name change. She stated that Council cannot make other recommendations. She stated that Ms. Reed should be presenting herself as the District Councilor in this issue and not as a representative of the body of Council.

Ms. Reed suggested that a section of Route 183 become O'Pake Memorial Highway. She stated that residents also liked that concept.

Mr. Spencer again questioned the position of the Housing Authority. Ms. Reed stated that no new vote was taken. The Housing Authority still supports the renaming of Avenue A. Mr. Denbowski stated that he has received an email from Mr. Luckey which included a scanned copy of a letter from the resident council supporting the renaming of Avenue A. He stated that Mr. Luckey would like this request to move forward.

Ms. Reed suggested that Mr. Luckey attend the community meeting.

Mr. Marmarou suggested that Council move slowly on this request.

Mr. Spencer stated that the Housing Authority brought the request forward. He stated that Council can approve or reject this request but cannot make other suggestions.

Ms. Goodman-Hinnershitz agreed stating that Council must take action on this request unless the request is withdrawn by the Housing Authority.

Ms. Reed stated that the request was made by the Housing Authority without involvement of the larger Glenside community. She stated that this is still a City street and questioned the rush to action.

Mr. Spencer stated that the Housing Authority has followed the City process to rename the street and has been granted approval by the Public Works Director. It has also been discussed and approved by the Public Works Committee.

Ms. Reed stated that she was unable to attend the Public Works Committee meeting as it is held simultaneously with the Finance Committee meeting.

Ms. Goodman-Hinnershitz stated that the ordinance is in the pending legislation area of the agenda and suggested it remain there at this time.

Mr. Spencer requested that Ms. Kelleher contact Mr. Luckey to invite him and the Authority members to the March 21 Committee of the Whole.

Ms. Reed expressed her belief that this request felt rushed and that all options were not explored.

Mr. Waltman expressed his belief that this request was processed quickly. He suggested that the request be re-evaluated.

Ms. Goodman-Hinnershitz reminded Council that renaming Avenue A does not preclude other items from also being renamed.

Mr. Marmarou expressed his belief that HUD would support the renaming of the complex.

Ms. Reed requested that Council delay action on this request until after the town meeting. She also described efforts to install a mural near Stonecliff depicting Senator O'Pake.

II. Bernhart Remediation

Ms. Kelleher explained that the work group is meeting tomorrow to discuss some additional issues. She expressed her hope that this meeting would conclude negotiations and would result in a final draft of the access agreement and memorandum of understanding. She noted that Council would need to approve the documents at their March 28 meeting and requested that the agenda be amended to introduce the ordinance this evening.

Ms. Kelleher explained that the last remaining issues for discussion are the removal of trees, the parking lot area and the trail on the steep slope. She stated that Exide is ready to begin work.

Ms. Goodman-Hinnershitz suggested picnicking there after the remediation is complete. Ms. Kelleher stated that the memorandum of understanding includes a grand re-opening event. She noted the excellent work of the work group and the assistance given to the City by Representative Santoni, and Senators Casey and Specter.

Mr. Spencer stated that the agenda will be amended to introduce this ordinance.

III. Redistricting of Council Districts

Mr. Spencer stated that Council has 60 days from the receipt of the census to appoint a Board to review the census information and make recommendations regarding redistricting. He stated that this Board will contain one member from each Council district, one member from the City at-large, and two members of the Planning Commission. It was suggested that the Legislative Aide Committee also be involved in the process. He stated that this Board has 120 days to make their recommendation to Council. Upon receiving their recommendation, at least one public meeting must be held within 45 days before Council action is taken. He noted that there was no recommendation for change after the last census.

Mr. Waltman stated that he is interested in seeing the updated information and how density has changed in the City. He noted his agreement in involving the Legislative Aide Committee.

Ms. Reed suggested that Mike Golumbiewski from District 4 serve as he has great knowledge of the census information.

Ms. Goodman-Hinnershitz stated that census tracks should be compared to Council districts.

Ms. Reed suggested that John Kramer serve on the committee. Ms. Kelleher stated that Mr. Kramer is also a resident of District 4.

Mr. Spencer stated that Council members need to make their suggestions. He noted that Reading has had a population increase.

Ms. Reed stated that the minority population is now the majority in the City. Ms. Goodman-Hinnershitz suggested that Council not refer to minority but rather to diversity.

Mr. Waltman noted his belief that Council districts will remain the same. He stated that he has not observed any drastic changes in City population shifts.

IV. Buttonwood Gateway

Mr. Waltman stated that he has forwarded photos of this area to Ms. Kelleher for distribution. He suggested that Council walk this area and observe its horrible condition first-hand. He stated that properties are being demolished and that illegal dumping on the lots has increased.

Mr. Spencer questioned if the County ADD program has turned these properties over to the City. Ms. Kelleher explained that some properties are owned by the City Redevelopment Authority, some by the County Redevelopment Authority and some by Our City Reading.

Mr. Waltman added that the Norfolk Southern does nothing to keep the train tracks clean. He suggested that these streets be vacated but that some residents won't move.

Mr. Spencer noted the need for Council to know who controls which parcels.

Ms. Goodman-Hinnershitz noted the need for the City to monitor these properties during this transition.

Mr. Denbowski explained that there was a neighborhood group in this area in the past that would facilitate clean-ups. He explained that he can arrange for dumpsters and a clean-up of the area. Mr. Waltman agreed with the need for a clean-up but stated that people must be educated that they must keep the area clean on a regular basis.

Mr. Spencer suggested a camera be placed in the area to monitor the illegal dumping.

Mr. Waltman suggested a community garden in the area until redevelopment occurs.

Mr. Denbowski stated that a solid waste camera will be placed in the area to monitor the illegal dumping.

V. Bottling Plant

Ms. Reed questioned if there was new information on the bottling plant. Mr. Geffken stated that he has not had any new information.

Ms. Reed suggested that this property be placed on the Blighted Property Review Committee list for action. Ms. Kelleher stated that she will review the property to see if it meets the criteria.

Ms. Reed expressed her belief that the City should take this property by eminent domain. She stated that this would make a wonderful residential area with views overlooking the river. Mr. Waltman suggested adding a park area.

Mr. Spencer stated that this area is in a Keystone Opportunity Zone.

Mr. Waltman and Ms. Reed suggested inviting the developers to an upcoming meeting

for an update. Mr. Geffken stated that he will extend the invitation.

Mr. Waltman suggested that Council meet at this site on March 21 at 4 pm.

Ms. Goodman-Hinnershitz stated that illegal dumping is a City-wide problem that is chased from one location to another.

VI. Vacant Lot Schuylkill Ave

Mr. Spencer questioned what is occurring with this lot. Mr. Denbowski stated that he was working with an individual interesting in acquiring the lot but that negotiations broke down.

Mr. Waltman expressed his belief that the City cannot do well in Ricktown with areas like this adjacent to it. He stated that other neighborhoods also need revitalization.

Mr. Younger stated that many residents don't want to pay for their trash to be hauled away so they dump it illegally. He suggested a Charter amendment to disallow referendums on health and safety issues and to institute a City-wide trash collection system.

Mr. Spencer stated that cameras are needed in these secluded areas. He noted the need for a clean-up now and holding people who dump there accountable in the future. He suggested that the City consider ways to restrict access to these areas to lessen the illegal dumping.

Mr. Waltman noted the importance of living in clean areas and that they people need to know that it is their responsibility to keep their area clean. Mr. Geffken noted the need to have pride in where you live.

Mr. Denbowski stated that many neighborhood groups are no longer active. He stated that he assisted these groups with clean-ups in the past. He noted the need to revitalize the neighborhoods and the neighborhood groups.

Mr. Waltman expressed his belief that poor does not equal dirty. He stated that people need to do a better job keeping the City clean.

Ms. Goodman-Hinnershitz explained the difference between littering and dumping.

Mr. Waltman noted the need for more people to report illegal activities in their neighborhoods.

Mr. Marmarou described how people are scavenging trash for metal.

VII. Agenda Review

Council reviewed this evening's agenda.

VIII. Sewer Fund Investigation

Mr. Spencer stated that during the last discussion about this issue on February 28 Council requested to hold discussions directly with the Mayor. He stated that only 15 minutes remain for this meeting. Mr. McMahon stated that he could address the issue in that amount of time.

Mr. McMahon explained that for 50+ years the City did not have a cash management plan. He stated that employees of the Accounting department moved funds as necessary to pay expenses. He stated that he was told this was accepted practice as long as the funds were repaid at the end of the year. He stated that the money was restored most years. The current fund transfers were performed to pay police and fire salaries beginning in 2009.

Mr. Younger reminded all that if specific personnel were to be discussed that an executive session would be necessary.

Ms. Goodman-Hinnershitz noted her problem with the process. She stated that the Charter requires monthly financial statements be submitted to Council for review. She stated that Council did not receive this information and could not make sound financial decisions. She stated that this is bad practice and is glad that it is being addressed. Mr. McMahon stated that controls were never in place but that they are being put in place now. He stated that in the past there was no incentive to do better.

Mr. Marmarou noted that Council should have been better informed.

Mr. Waltman expressed his belief that a control process was in place in the past but it was ignored. He stated that Council was not told of the City's dire financial condition even though the Administration did know. He stated that Council had no chance of balancing the budget without this information and that this was a costly mistake. He expressed his belief that the goal of several people in 2009 was for the City to enter Act 47. He stated his belief that there is still missing information even if no criminal act was intended.

Mr. McMahon stated that he will take responsibility for this action but he did not know it was occurring at the time. He stated that this occurred mid-year and that a review

with Council would have shown the need to borrow funds anyway. He stated that the City cannot stop compensating fire and police.

Mr. Waltman stated that Council is the Administration's check and balance and is responsible for the spending of money. He stated that Council was deprived of this information and that took away from the process.

Ms. Reed noted the Administration's hesitancy to come forward with the information was troublesome. She stated that this information should have been brought to Council immediately and that not coming forward has garnered mistrust by Council and the public. She stated that borrowing beyond the threshold set by the consent decree should have raised many red flags. She stated that this action has undercut City morale. Mr. McMahon stated that he was aware that a transfer was made but not the amount of the transfer.

Mr. Marmarou stated that residents are also accusing Council of wrong-doing and that they do not believe that Council was unaware of the transfer.

Ms. Goodman-Hinnershitz stated that the body is owed an apology. She stated that this is a blatant withholding of information and that Council should have been receiving monthly financial statements. She stated that Council is now unnecessarily defending itself to the public.

Mr. Marmarou stated that a similar issue occurred in the 1950's and leaders at that time also stated that it would never happen again. He stated that history is repeating itself.

Mr. McMahon apologized on his own behalf and the behalf of the Administration. He stated that current staff is making improvements and stated that if he had known the transfer was more than \$3 million he would have come forward sooner.

Mr. Spencer reminded all that the form of government was different in the 1950's and that Council was more involved in day-to-day operations. He stated that all must have correct information to move forward.

Mr. Acosta arrived at this time.

Mr. Marmarou stated that people also want to know why this transfer was not discovered by Mr. Geffken.

Mr. Waltman noted his concern that there are other decisions being made without Council knowledge. Mr. McMahon stated that current staff are moving forward and making positive changes.

Mr. Waltman questioned if money was misused by others in the past. Mr. McMahon stated that he does not know of other mismanagement.

Ms. Goodman-Hinnershitz stated that Council knew it was out of one-time financial fixes. She stated that this information should not be surprising but that it was presented to Council in a shocking manner.

Mr. Geffken stated that current City revenue is exceeding expenses.

The meeting adjourned at 7:08 pm.

Respectfully
Submitted
Linda A. Kelleher, CMC
City Clerk

Memorandum of Understanding

Between

City of Reading
815 Washington Street
Reading, PA 19601-3615

And

PermaCultivate
556 S. 18th Street
Reading, PA 19606

This MEMORANDUM OF UNDERSTANDING (MoU) is hereby made and entered into by and between The City of Reading, hereinafter referred to as Party A, and PermaCultivate, hereinafter referred to as Party B.

A. PURPOSE:

The purpose of this MoU is to establish mutually acceptable guidelines for the terms of use for the City Greenhouse by Party B. The City Greenhouse, located on Constitution Blvd. in City Park, is owned by Party A and is currently operated and maintained by the Department of Public Works.

In lieu of a formal lease agreement, which both parties intend to pursue with involvement and approval of Council, Party A agrees to provide the necessary authorization, information, and access to the City Greenhouse to Party B for the purposes of establishing a commercial-scale farming operation in one vacant portion of the building with the potential for future expansion into other areas of the building.

The scope of the agreement includes Party A and Party A's departments including the Department of Public Works, as well as Party B and Party B's Reading Roots Urban Farm project.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Party A Mutual Benefits and Interests

Outlined by the 2007 City Park Master Plan¹, the City Greenhouse is "*underused and more public programs should be integrated into the use of the greenhouse*" (p. 14). This MoU benefits Party A by providing an opportunity to execute the following objective in the plan:

"In order to incorporate the Greenhouse into City Park the city should coordinate with local senior citizens groups, the School District, and Master Gardeners

¹ http://www.readingpa.gov/mayor_city_park_master_plan.asp

groups, and other interested community organizations to develop a greater public involvement in the Greenhouse.” (p. 24)

Additional mutual benefits for Party A include the potential for income generation and cost reduction from a long-term lease of the facility.

Party B Mutual Benefits and Interests

The City Greenhouse is an essential component of Party B’s Reading Roots Urban Farm project. The facility, which is located in close proximity to several educational institutions as well as other partners of Party B, will be utilized for both intensive food production and regular educational programming. Party B will benefit from immediate use of the greenhouse to prepare for and produce food as a vendor at the 2011 Penn Street Market, a city-county initiative related to Party A’s Downtown 20/20 and Main Street Program goals.

C. PARTY B SHALL:

Establish and conduct operations [described in operation overview] in the partial front area of the building, which includes two tables in the front and one of the rear tables, with respect to Party A’s operations

1. Observe established facility operation policies and procedures
2. Observe greenhouse management best practices
3. Reserve the ability to alter the space (described in C1.), within reason, as necessary for effective operation and execution of production plans. If the agreement is cancelled the area must return to the condition that it was before the agreement was enacted.
4. Accommodate space to Party A for Spring planting and other operations as needed
5. Offer regularly scheduled public tours
6. Conduct regular workshops with classes from the school district and other partners
7. Provide Party A with a calendar of planned events and daily operation schedule, including a daily building log for staff and visitors
8. Provide liability insurance of \$2 million to cover general risks associated with Party B’s operation
9. Indemnify Party A from risks directly associated with Party B’s operation

D. PARTY A SHALL:

1. Conduct operations with respect to Party B’s operations
2. Remain responsible for overall facility management and operation
3. Provide Party B necessary authorization and access to the building and building facilities including but not limited to electrical hook-ups, water supplies, and restroom.
4. Provide Party B documentation of all building operation policies and procedures
5. Provide Party B monthly utility cost reports in order to begin tracking usage

6. Provide Party B documentation of scheduled facility use by the City or civic groups and regularly communicate upcoming events
7. Indemnify Party B from risks directly associated with Party A's operation

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts Party B or Party A from participating in similar activities with other public or private agencies, organizations, and individuals.

2. COMMENCEMENT/EXPIRATION/TERMINATION. This MoU takes effect upon the signature of the Party B and Party A and shall remain in effect until a formal lease agreement takes effect. This MoU may be extended or amended upon written request of either the Party B or Party A and the subsequent written concurrence of the other. Either the Party B or Party A may terminate this MoU with a 60-day written notice to the other.

3. RESPONSIBILITIES OF PARTIES. Party B and Party A and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Party B Project Contact

Party A Project Contact

Eron Lloyd

President & Treasurer

Phone: 484-529-9223

Phone:

E-Mail: eron@permacultivate.org

E-Mail:

Party B Administrative Contact

Party A Administrative Contact

Eron Lloyd

President & Treasurer

Phone: 484-529-9223

Phone:

E-Mail: eron@permacultivate.org

E-Mail:

5. NON-FUND OBLIGATING DOCUMENT. Nothing in this MoU shall obligate either the Party B or Party A to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Party B and Party A will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MoU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

6. AUTHORIZED REPRESENTATIVES. By signature below, Party A and Party B certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

Party A

Party B

X

X

DATE:

DATE:

BILL NO. _____-2011

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE AN ACCESS AGREEMENT, WHICH INCLUDES A MEMORANDUM OF UNDERSTANDING , BETWEEN THE CITY OF READING AND EXIDE TECHNOLOGIES, THEREBY GIVING EXIDE TECHNOLOGIES PERMISSION TO ENTER ONTO PROPERTY KNOWN AS BERNHART PARK LOCATED ALONG SPRING VALLEY ROAD IN MUHLENBERG TOWNSHIP, BERKS COUNTY, PENNSYLVANIA, ("THE SITE"), AND DESCRIBED MORE FULLY BELOW, TO PERFORM WORK TO REMEDIATE THE PARK AS NEGOTIATED BY THE CITY OF READING AND EXIDE TECHNOLOGIES AS A RESULT OF THE UNITED STATES DEPARTMENT OF ENVIRONMENTAL PROTECTION AGENCY'S (USEPS)ADMINISTRATIVE ORDER OF CONSENT(USEPA DOCKET NUMBER RCRA-III-3-2000-002TH) AS WELL AS TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WHICH ADDRESSES THE SCOPE OF WORK ITEMS NEGOTIATED WITH THE CITY OF READING REGARDING THE SITE THAT WERE NOT MANDATED BY THE USEPA NOR INCLUDED AS PART OF THE REVISED WORK PLAN, AS DESCRIBED MORE FULLY BELOW.

WHEREAS, the City is the owner of a certain tract or parcel of recreational real property commonly known as Bernhart Park and located along Spring Valley Road in Muhlenberg Township, Berks County, Pennsylvania, as more particularly described in a deed of title appended hereto and incorporated herein by reference as Exhibit "A", said tract or parcel together with all rights and appurtenances belonging or pertaining thereto being hereinafter referred to as "the Site";

WHEREAS, Exide operates a facility ("the Facility") at the intersection of Spring Valley Road and Nolan Street in the Borough of Laureldale and Muhlenberg Township, Berks County, Pennsylvania;

WHEREAS, the Facility is a secondary lead smelter which recycles used lead-acid batteries, battery parts, and other lead-bearing materials;

WHEREAS, the Facility is located west and northwest of the Site;

WHEREAS, years of lead smelter operations at the Facility prior to the installation of air pollution controls with the advent of the Clean Air Act, 42 U.S.C. §7401 *et seq.*, contributed to lead emissions that impacted soil at properties in the vicinity of the Facility, including the Site;

WHEREAS, the United States Environmental Protection Agency ("USEPA") issued Exide an *Administrative Order of Consent* (USEPA Docket Number RCRA-III-3-2000-002TH effective March 3, 2001)("AOC") directing among other things that Exide determine concentrations of lead in soil at the Site, develop site specific soil cleanup

levels for the Site, submit a Remediation Work Plan for remediation of soils at the Site exceeding site specific soil cleanup levels developed, and implement the Remediation Work Plan;

WHEREAS, Exide determined the concentrations of lead in soil at the Site, developed site specific soil cleanup levels, and proposed the site specific soil cleanup levels to the USEPA for approval;

WHEREAS; the USEPA accepted site specific soil cleanup levels developed by Exide for certain portions of the Site and requested that Exide apply to other areas of the Site a residential soil cleanup level established by the USEPA for residential properties in the vicinity of the Site;

WHEREAS; Exide has agreed to the cleanup levels requested by the USEPA;

WHEREAS, Exide prepared a document titled "Bernhart Park Remediation Work Plan" dated August 23, 2010 ("Work Plan") specifying remedial actions to be performed at the Site in order to complete the soil remediation required by the USEPA, a copy of which is appended hereto and incorporated herein by reference as Exhibit "B";

WHEREAS, the Work Plan includes revisions in response to concerns raised by the City and other affected stakeholders;

WHEREAS, USEPA has indicated a willingness to approve the Work Plan;

WHEREAS, Exide has entered into a separate *Memorandum of Understanding* with the City, a copy of which is appended to this Agreement and incorporated herein by reference as Exhibit "C", to address scope of work items negotiated with the City that were not mandated by USEPA nor included in the Work Plan (the Work Plan and the *Memorandum of Understanding* between the City and Exide shall hereinafter be collectively referred to as "the Work");

WHEREAS, the AOC requires Exide to obtain an Access Agreement from the City prior to commencing the Work;

WHEREAS, the City has agreed to grant Exide, its authorized employees, servants, agents, consultants and contractors, limited access to the Site to perform the Work, conditional upon the Work in its current form receiving final approval from USEPA, subject to and upon the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from allowing Exide to conduct the Work at the Site, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereby covenant and agree as follows:

THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute an Access Agreement, which includes a Memorandum of Understanding, between the City of Reading and Exide Technologies, thereby giving Exide Technologies permission to enter onto property

known as Bernhart Park located along Spring Valley Road in Muhlenberg Township, Berks County, Pennsylvania, ("the site"), and described more fully below, to perform work as negotiated by the City of Reading and Exide Technologies as a result of the United States Department of Environmental Protection Agency's (USEPA) Administrative Order of Consent (USEPA Docket Number RCRA-III-3-2000-002TH) as well as to execute the Memorandum of Understanding which addresses the scope of work items negotiated between the City of Reading and Exide Technologies regarding the site that were not mandated by the USEPA nor included as part of the revised work plan, as described more fully below.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2011

President of Council

Attest:

City Clerk

(LAW DEPT.)